

APPENDIX A TO ANNEX 18

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
AND
ADVENTIST COMMUNITY SERVICES

I. PURPOSE

This Memorandum of Understanding (hereinafter MOU) is made and entered into by and between the South Carolina Emergency Management Division (hereinafter SCEMD) and the Adventist Community Services (hereinafter ACS) for the purpose of carrying out the disaster relief responsibilities of each agency. The SCEMD, fully understanding its responsibility to provide for the emergency needs of its residents following a major disaster, enters into this agreement with ACS to enable it to meet those needs by utilizing the influx of donated goods which are a result of major disasters.

II. AUTHORITY

This MOU is made under the authority of 24 SC Ann Regs 58-101 (A)(1)(1980). Under this provision SCEMD may, by agreement or operation of law, charge persons or groups with duties incident to the protection of life and property within the state during an emergency.

This agreement will be governed by and construed in accordance with the law of the State of South Carolina.

III. RECITALS

WHEREAS, the South Carolina Emergency Management Division has statutory responsibility under SC Code §25-1-420 to prevent, minimize, repair, injury and damage resulting from any type of disaster.

WHEREAS, the South Carolina Emergency Management Division designates Adventist Community Services as a support agency to Emergency Support Function 18 (ESF-18) (Donated Goods and Volunteer Services) with responsibilities to coordinate response and resources into disaster impacted areas within the state.

WHEREAS, Adventist Community Services extends its services throughout the state of South Carolina.

IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

1. Parties: The Parties to the MOU are:
 - (A) Adventist Community Services
 - (B) South Carolina Emergency Management Division
2. Term: The agreement shall become effective upon execution by both parties and shall remain in effect until termination in writing. Either party in writing with or without cause may make such termination at any time. Any termination under this MOU shall be without prejudice or hardship to any obligations and liabilities of either party already accrued prior to such termination.
3. Activation: The agreement shall be activated by request of the SCEMD.
4. Terms and Conditions: The interchange provided by this agreement shall be handled as follows:
 - (A) ACS will provide coordination and management of receipt and distribution of donations (non-food items) taken during a disaster or emergency. In order to accomplish this, ACS will:
 1. Identify and provide leadership and training for community based volunteers to coordinate the flow of incoming un-designated donated goods.
 2. Identify during pre-incident planning local agencies that may support the overall operation.
 3. Provide management of a multi-agency warehouse and supervise local volunteers in receiving, sorting, packing and inventorying donated goods.
 4. Supply upon request a copy of the most current inventory to Local, State, or FEMA officials.
 5. Turn over the overall operation to the State when there is no longer a need for donated resources.
 - (B) State will:

1. Alert ACS in anticipation of the Donated Goods and Volunteer Services Management System (DGVSMS).
2. Provide notice of requesting activation of the Donated Goods System through ESF-18 to ACS.
3. Ensure, when donated resources cannot meet the need, that ESF-7 will coordinate acquisition of the following to include but not limited to:
 - 2000 Boxes (20" x 20" x 20") and 100 rolls of tape (50 yds. each)
 - Dumpster Service (9+ cu. yds)
 - Forklift(s) and Fuel for Forklift(s)
 - One Computer and one Printer
 - One Copier and One FAX Service and paper for each
 - 25 Pallets and 1 Pallet Jack
 - Tables and chairs (25 tables [8'] and 20 chairs)
 - Trucking (for delivery of goods to distribution centers)
 - 4-28' straight trucks and fuel for each
 - Utilities, Internet, and Phone Service (3 voice lines, 1 fax/modem line)
 - Warehouse Space (50,000-100,00 sq. ft. suggested)

V. INDEMNIFICATION AND LIABILITY

1. ACS shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save SCEMD harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, ACS agrees that it is not an employee or agent of SCEMD, but is an independent contractor.
2. Nothing herein is intended to serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of South Carolina to be sued by third parties in any matter arising out of any contract.
3. ACS agrees to indemnify, defend, and hold free and harmless, SCEMD and each of its members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court

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costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature or otherwise of ACS, its agents, servants, or employees relating to this MOU, including but not limited to, claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by SCEMD or its agents, servants, and employees.

VI. INTEGRATION

This agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof.

VII. MODIFICATIONS

This MOU may be modified or amended only by an instrument in writing signed by the parties hereto.

VIII. EFFECTIVE DATE AND EXECUTION

This MOU becomes effective upon execution of the signatures of all parties to the MOU. The date of execution shall be the date of the last signature.

In Witness Whereof, the signing parties have caused this agreement to be executed by and between them.

/s/ Ronald C. Osborne
Ronald C. Osborne, Director
S. C. Emergency Management Division
Governor's Authorized Representative

April 22, 2002
Date

/s/ Larry Buckner
Larry Buckner, North American Coordinator
Adventist Disaster Response

May 17, 2002
Date

/s/ Mike Ortel
Mike Ortel
Adventist Disaster Response, Community Services

June 4, 2002
Date